

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be a presentation from Central Davis Sewer District, discussion regarding baseball fees and answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, January 22, 2019, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

NEW BUSINESS:

7:05 Resolution Proclaiming Monday, January 21, 2019 as Martin Luther King Jr. Day

7:10 Amendment to Chapter 8 Section 8.060 of the Personnel Policies relating to Overtime for Full Time Fire Personnel Working 24 Hour Shifts

SUMMARY ACTION:

(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)

7:15 Minute Motion Approving Summary Action List

1. Approval of Minutes from December 18, 2018
2. Approval of Minutes from January 9, 2019
3. Appointment of City Council Members to Various Committees
4. Eastridge Estates Phase 3 Subdivision Improvements Agreement
5. Ratification of Pedestrian and Bicycle Access Easement for Rock Mill Estates

OLD BUSINESS:

7:20 Schematic Subdivision Creekside Manor

GOVERNING BODY REPORTS:

7:30 City Manager Report

1. Building Activity Report for December 2018

7:35 Mayor Talbot & City Council Reports

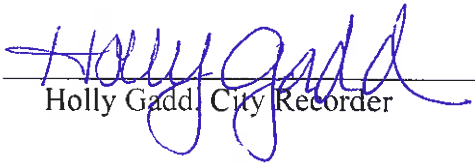
ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 15th day of January, 2019.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
January 22, 2019

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is request that City Councilmember Alex Leeman give the invocation to the meeting and it is requested that City Manager Shane Pace lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
January 22, 2019

S U B J E C T: Resolution Proclaiming Monday, January 21, 2019 as Martin Luther King Jr. Day

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Mayor Talbot will read the resolution into the record.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY, UTAH

RESOLUTION NO. 2019 -

**A RESOLUTION BY THE CITY COUNCIL OF FARMINGTON CITY IN
PROCLAIMING MONDAY, JANUARY 21, 2019 AS MARTIN LUTHER
KING JR. DAY.**

WHEREAS, Dr. Martin Luther King Jr. made significant and long-lasting contributions to the social and economic progress within our nation through the movement toward racial equality and civil rights for all people, no matter their race, color, creed or occupation; including the push to desegregate public and private institutions and to provide fair rights and appropriate labor laws; and

WHEREAS, Dr. Martin Luther King Jr. made significant and long-lasting contributions to the social and economic progress within our nation through the movement toward racial equality and civil rights for all people, no matter their race, color, creed or occupation; including the push to desegregate public and private institutions and to provide fair rights and appropriate labor laws; and

WHEREAS, to commemorate the life and legacy of Dr. King, on November 2, 1983, the U.S. House of Representatives passed a bill to declare Martin Luther King Jr. Day as a federal holiday to be observed annually on the third Monday of January, to represent Dr. King's birthday; and

WHEREAS, Farmington City recognizes and honors the contributions made by Dr. King and pledges to promote universal respect for and observance of Martin Luther King, Jr. Day and the civil rights guaranteed to all residents throughout Farmington City and our nation; and

WHEREAS, as we honor Dr. King this month, which would have been Dr. King's 90th birthday, it is appropriate for us to recognize and pay tribute to his inclusive civil rights work for all communities.

***NOW, THEREFORE, I, H. JAMES TALBOT, MAYOR OF FARMINGTON CITY,
DO HEREBY JOIN WITH COMMUNITY MEMBERS IN PROCLAIMING MONDAY,
JANUARY 21, 2019 AS***

Martin Luther King Jr. Day

***AND URGE COMMUNITY AND FAITH LEADERS, CIVIL RIGHTS ADVOCATES,
EDUCATORS, PUBLIC OFFICIALS, AND ALL OF FARMINGTON CITY TO
RECOGNIZE AND REMEMBER DR. MARTIN LUTHER KING JR. AND HIS DREAM
FOR A GREATER AMERICA.***

FARMINGTON CITY

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
January 22, 2019

S U B J E C T: Amendment to Chapter 8 Section 8.060 of the Personnel Policies relating to Overtime for Full Time Fire Personnel Working 24 Hour Shifts

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Approve the Resolution amending Chapter 8 Section 8.060 of the Personnel Policies and Procedures relating to overtime for full time fire personnel on 24-hour shifts with 24-day work periods.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: January 14, 2019

Subject: **AMEND CHAPTER 8, SECTION 8.060 OF THE PERSONNEL POLICIES AND PROCEDURES RELATING TO OVERTIME FOR FULL TIME FIRE PERSONNEL WORKING 24 HOUR SHIFTS.**

RECOMMENDATIONS

Approve the Resolution amending Chapter 8, section 8.060 of the Personnel Policies and Procedures relating to overtime for full time fire personnel on 24 hour shifts with 24 day work periods.

BACKGROUND

There have been times that the City has needed to cover shifts and other events with calling full time fire personnel back to fill those shifts and coverages. During some holidays and other times, it is hard finding personnel to come in without offering overtime even if they have taken time off during the 24 day work period. The City would like to have it specified exactly in the policy as to what will be paid as overtime even with time off and when those times would occur. This will allow the City to have the coverage necessary during some of these holidays and other times that the City needs to have adequate personnel to cover these shifts and events.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Shane Pace,
City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING
CHAPTER 8, SECTION 8.060 OF THE FARMINGTON CITY PERSONNEL
POLICIES AND PROCEDURES RELATING TO OVERTIME FOR FULL
TIME FIRE PERSONNEL ON 24-HOUR SHIFTS WITH 24 DAY WORK
PERIODS.**

WHEREAS, the City Council has previously adopted the Farmington City Personnel Policies and Procedures; and

WHEREAS, the City Council desires to amend the provisions of Chapter 8, section 8.060 regarding overtime benefits for full time fire personnel working 24-hour shifts on 24 day work period, as more particularly provided herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:**

Section 1. Amendment. Chapter 8, section 8.060 of the Farmington City Personnel Policies and Procedures is hereby amended by adding the following paragraph in its entirety as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 22ND DAY OF JANUARY 2019.**

FARMINGTON CITY

ATTEST:

Holly Gadd, City Recorder

By: _____
Mayor H. James Talbot

EXHIBIT “A”

PERSONNEL POLICIES AND PROCEDURES

CHAPTER 8 COMPENSATION

SECTION 8.060 OVERTIME

(i) For full time fire employees working 24-hour shifts on 24 day work periods, overtime will be paid at regular overtime rate at the end of the 24 day work period even if time off during the 24 day work period has occurred for the following reasons:

Any call back for emergency or disaster response.

To cover shifts during certain holidays, which are Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Day, July 4 and July 24.

To cover shifts designated as Red Flag Warning Days as identified by the United States National Weather Service.

To cover shifts for Farmington City Festival Day events.

CITY COUNCIL AGENDA

For Council Meeting:
January 22, 2019

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from December 18, 2018
2. Approval of Minutes from January 9, 2019
3. Appointment of City Council Members to Various Committees
4. Eastridge Estates Phase 3 Subdivision Improvements Agreement
5. Ratification of Pedestrian and Bicycle Access Easement for Rock Mill Estates

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING

December 18, 2018

WORK SESSION

Present: Mayor Jim Talbot; Councilmembers Doug Anderson and Brett Anderson; City Manager Shane Pace, Assistant City Manager Keith Johnson, City Development Director David Petersen, City Economic Development Director Brigham Mellor, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: Councilmembers Cory Ritz, Rebecca Wayment, and Alex Leeman

Audit Report

Mike Ulrich and Kaela Cornwell of Ulrich & Associates presented the audit report. **Mike Ulrich** said that it was an unqualified, or clean, opinion. He stated that revenues received were higher than budgeted and expenditures were more than originally budgeted. The largest change in revenue came from sales tax over the previous fiscal year. The increase in expenditures were related to reconstruction costs of 650 West. He reviewed Departmental budgets and noted that fees related to Parks and Recreation programs cover program costs but not salaries which are covered by the General Fund. He said that the State limits the amount Cities are able to keep in their General Fund to less than 25% and Farmington's current balance is at 24.5%. He noted that the Station Park RDA continues to be strong and the US 89 RDA produced revenue right at what was budgeted. **Mike Ulrich** said that the Council should watch the water and storm water fund to ensure that fees cover the costs of operating, depreciation and maintenance costs. He said that there was no debt in any of the business funds.

Mayor **Jim Talbot** thanked **Keith Johnson** for his management of City funds. **Keith Johnson** thanked **Mike Ulrich** and Kaela Cornwell for their work on the audit.

REGULAR SESSION

Present: Mayor Jim Talbot; Councilmembers Doug Anderson, Cory Ritz, Alex Leeman, Brett Anderson; City Manager Shane Pace, Assistant City Manager Keith Johnson, City Development Director David Petersen, City Economic Development Director Brigham Mellor, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: Councilmember Rebecca Wayment

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:06 p.m.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by **Doug Anderson** and the Pledge of Allegiance was led by **Will Packer**.

Alex Leeman joined the meeting at 7:09 p.m.

Two Youth City Councilmembers were welcomed and introduced themselves. Sopheya Henderson is a senior at Davis High and loves her involvement with the Youth City Council. She plans to attend the University of Utah and major in International Studies. McKenna Tracy is a senior at Davis High and likes being involved in the community and meeting new people and students from other schools.

PRESENTATIONS:

Review and Acceptance of Audit Report

Mike Ulrich from Ulrich and Associates presented information related to the Audit Report following a review of financial statements conducted by his staff. He said the financial statements are a fair representation of the financial position of the city. Most of the report was presented in the work session. He noted that the Park fund will correct itself as delayed revenue is collected. All funds stayed within budget expenditures. He said the City is in a good position and the cash being carried forward is sufficient for planned expenditures. He noted that property taxes are not increasing because the City is increasing the rate, but rather because home values are increasing and other taxing entities are increasing rates.

Jim Talbot shared that while looking into bonding for the gym and the park, Moody's evaluated the City finances to determine a bond rating. He said that the City has the bonding capacity for \$100,000,000 but has only bonded for \$6,000,000.

Mike Ulrich was complimentary of Farmington staff and management.

Motion:

Doug Anderson moved that the City Council approve the audit report for FY 2018.

Alex Leeman seconded the motion which was approved unanimously.

ACTION ITEMS:

Ordinance Establishing Dates, Time and Place for Holding Regular City Council Meetings

Holly Gadd presented the proposed schedule for City Council meetings to be held in 2019. She asked for Councilmember feedback related to dates in September and October. She noted that there would be only one meeting in April, July and November. The Council determined that it should hold meetings on October 8th and 22nd rather than the 1st and 15th indicated in the proposed schedule because only one meeting was to be held in November.

Motion:

Alex Leeman moved to approve the Ordinance establishing dates, time and place for 2019 City Council meetings as presented in the staff report with the meeting dates for October to be moved

from the 1st and the 15th to the 8th and the 22nd.

Doug Anderson seconded the motion which was approved unanimously.

SUMMARY ACTION:

1. Approval of Minutes from November 13, 2018
2. Ratification of Approvals of Cook Agreement and Accompanying Documents

Alex Leeman moved, with a second from **Brett Anderson**, to approve summary action item 1 and 2 as contained in the staff report.

The motion was approved unanimously.

Redevelopment Agency Meeting

Motion:

At 7:28 p.m., **Alex Leeman** moved to adjourn to the Redevelopment Agency Meeting. **Brett Anderson** seconded the motion which was approved unanimously.

Councilmember **Cory Ritz** joined the meeting at 7:34 p.m.

Motion:

At 7:41 p.m., **Brett Anderson** moved to reconvene to the City Council Meeting. **Doug Anderson** seconded the motion which was approved unanimously.

GOVERNING BODY REPORTS:

City Manager Report

Peters **Shane Pace** provided an update on the Creekside Manor subdivision. He said that he and **Dave Millheim** met with Jerry Preston to look at options for the proposed subdivision and modifications to the subdivision. The City will be making an offer on sections of property on the west side of the creek and the city has met with adjacent property owners. Jerry Preston brought back a new proposal with different lot alignment options. **Shane Pace** said that staff needs more time to continue working on the issue and find a resolution for a trail alignment that does not rely on the DRG trail and does not compromise personal property rights. **Shane Pace** said that he would verify with UTA about trail crossings and related issues, should UTA exercise their rights to the DRG in the future.

Shane Pace referred to the letter signed by the Mayor in support of the County tax increase for transportation dollars.

Shane Pace and **Brigham Mellor** attended an event to hear about a proposal to repurpose the Legacy Events Center. The County has signed an agreement for a public-private partnership opportunity at the facility. At this stage the purpose is not well-defined but could potentially be for a sports complex. The County would have to approach the City for zoning approval and go through the development process, but that will be in the future.

Mayor Talbot & City Council Reports

Councilmember Cory Ritz

No updates to report.

Councilmember Brett Anderson

Brett Anderson said that his daughter requested that he bring up the issue of having an American Girl Doll store in Farmington.

Brett Anderson brought a concern from residents about the way age groups are divided up for basketball and flag football recreation leagues. Parents are concerned about 7th and 8th graders competing against 9th graders. **Shane Pace** suggested inviting Parks and Recreation Director **Neil Miller** to a work session to discuss the matter in more detail.

Councilmember Doug Anderson

Doug Anderson participated in the Frodsham Community Christmas and said it was a great event that helps many people. He would like to discuss ways for the City to support the event moving forward.

Doug Anderson suggested that the youth football league transition to jerseys that align with Farmington High School's school colors to promote unity within the sporting events in the City. He would like to discuss this further with Parks and Recreation Director **Neil Miller**.

Councilmember Alex Leeman

No updates to report.

Mayor Jim Talbot

Jim Talbot indicated that there would be a new Planning Commission appointment as Kent Hinckley has recently completed his term.

Jim Talbot reminded the Council of the Employee Christmas Party and encouraged all to attend.

Jim Talbot said that Councilmembers and their immediate family members are eligible for complimentary passes to the gym and \$25 dollar passes to the pool.

CLOSED SESSION

Motion:

At 8:01 p.m., **Doug Anderson** made a motion to go into a closed meeting for purpose of property transactions and legal strategy. **Cory Ritz** seconded the motion which was unanimously approved.

Sworn Statement

I, **Jim Talbot**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Jim Talbot, Mayor

Motion:

At 9:10 p.m., a motion to reconvene into an open meeting was made by **Alex Leeman**. The motion was seconded by **Doug Anderson** which was unanimously approved.

ADJOURNMENT

Motion:

At 9:10 p.m., **Cory Ritz** moved to adjourn the meeting.

FARMINGTON CITY COUNCIL MEETING

JANUARY 8, 2019

WORK SESSION

Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Alex Leeman, Brett Anderson, Doug Anderson; City Manager Shane Pace, City Economic Development Director Brigham Mellor, Community Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Brittney Whitecar

Excused: Councilmember Cory Ritz

Mayor **Jim Talbot** invited guest **Nathan Rich**, the Executive Director of the Wasatch Integrated Waste Management District to speak to the City Council about waste management and disposal. Most cities in Morgan and Davis Counties use the Wasatch Integrated Waste Management location in Layton. It is important for city officials to understand how to properly use curbside trash and recycling bins in order to efficiently bill and inform the citizens regarding waste disposal.

REGULAR SESSION

Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Alex Leeman, Brett Anderson, Doug Anderson; City Manager Shane Pace, City Economic Development Director Brigham Mellor, Community Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Brittney Whitecar

Excused: Councilmember Cory Ritz

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:05 p.m.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by **Rebecca Wayment** and the Pledge of Allegiance was led by **Brett Anderson**.

PUBLIC HEARINGS:

Schematic Subdivision Plan - 1525 W. Street Church

Mayor **Jim Talbot** introduced the item, which is located at 370 North 1525 West and invited Dave Petersen to present the staff report.

Dave Peterson showed an aerial view of the property and stated that the applicant intends to construct an LDS church in the center of the 4.413 acre parcel, separating the existing parcel into three. On the site plan, the Northern and Southern most parcels are connected by a strip of land in fee title that must be noted on the plat and dissolved when the side parcels develop in the future. **Dave Petersen** said that the City Engineer and Public Works have addressed construction of the sidewalk. The 1525 West street crossing will fully be developed when the North parcel develops, per the conditions set forth for the subdivision.

Dave Petersen said that the Cook's, who own the property, conveyed a trail easement to the city on the south parcel which will likely be improved when said parcel develops, but could be developed sooner.

Brian Bott (Bott Pantone Architects) 620 24th Street, Ogden, UT clarified that the Cook's asked that the 10' strip connecting the side parcels stay in order to keep the parcel under green belt status.

Mayor Jim Talbot opened the public hearing at 7:16 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.

Motion:

Rebecca Wayment moved that the City Council approve the schematic plan for the 1525 West Church Street Subdivision subject to all applicable Farmington City development standards and ordinances and the following conditions:

1. The subdivider shall place a note on the plat, stating in part: "In order to provide for the future development of any part or all of Parcel A as building lots, the City must amend the plat to allow for the same---pursuant to the City's subdivision approval process".
2. If the owner of Parcel A develops either the north or south portion of this property, whichever occurs first, he shall deed (in fee title) the narrow or stem shaped land connecting the two portions to the owner of Lot 1.
3. The minimum lot size of any lot or parcel shall be one acre, unless the property is rezoned by the City.
4. The applicant must construct a sidewalk within the 1525 West r.o.w. starting at the sidewalk next to the Farmington Ranches East subdivision thence north and then as far north as the steep embankment of the UTA D.&R.G.W. Trail r.o.w. will allow---as directed and approved by the City Engineer. The property owner, or future property owner, shall construct sidewalk on any remaining areas where sidewalk is not installed (towards of the north end of Parcel A) when, and if, this parcel is development in the future. Likewise, the applicant shall construct curb and gutter on 1525 West as far north as directed by the City Engineer.
5. Improvements related to the final plat for the subdivision shall be reviewed and approved by the City's Development Review Committee (DRC).

Findings for approval:

1. The narrow strip of land in fee title proposed by the applicant connecting the north parcel to the south parcel may constitute remnant property inconsistent with the City's Subdivision Ordinance--and it may pose an issue for the respective future owners in the subdivision as further development occurs and the access is no longer needed. The condition as set forth in the motion above should resolve issues which may arise related to the narrow strip of land and the property develops in the future.
2. Lot dimensions comply with the Zoning and Subdivision Ordinances related to the A zone, including standards regarding alternative lot sizes.
3. All lots and parcels will front an existing and fully improved public r.o.w. (1525 West Street).

Alex Leeman seconded the motion which was unanimously approved.

NEW BUSINESS:

Fackrell Rezone Request – Rezone of 1 acre located at 474 W. Quail Run Road (1150 N) from AE to LR

Dave Petersen said this property has since been obtained by the City, so it makes sense to rezone it from an agricultural to a residential zone. This property was once split in two, but a past property owner combined it. At this time the current owners would like to split the lot once again to provide a new building lot.

Brent Fackrell 474 Quail Run Road, Farmington UT reiterated that he would like to split the West half of his property and sell it, with the intent of a home being constructed on the land.

Mayor Jim Talbot opened the public hearing at 7:25 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.

Brett Anderson moved that the City Council approve the enclosed ordinance to rezone the property (1.06 acres) from A (Agricultural) to LR (Large Residential) located at 474 West Quail Run Road (1150 North).

Findings for approval:

1. The proposed rezone is consistent with the General Plan;
2. The proposed rezone is consistent with the surrounding properties and adjacent neighborhoods;
3. The request is consistent with Title 11, Chapter 4 as the owner received approval from the Planning Commission on December 13, 2018 for a subdivision of the parcel of land or lot into not more than two (2) lots for residential dwellings or accessory buildings related to the primary use by recording deeds containing metes and bounds descriptions of the lots subject to the City Council rezoning the property as requested.

Alex Leeman seconded the motion which was approved unanimously.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

1. Lobbying Contract with MIB Partners
2. Approval of Minutes from December 4th, 2018

Doug Anderson said he would like to hear more about what MIB Partners has done for the City. **Mayor Jim Talbot** agreed and said he could set up a meeting for the City Council.

Rebecca Wayment moved to approve summary actions 1 and 2 as contained on the staff report. **Brett Anderson** seconded the motion, which was approved unanimously.

OLD BUSINESS:

Schematic Subdivision Plan for Creekside Manor – 500 South 950 West

Mayor Jim Talbot said the developer asked that the item be pulled from the agenda. **Shane Pace** said there have been multiple meetings between the owner, developer, and the City. Progress has been made, but some of the investors involved in the project would like more detail before discussing the Schematic Plan with the City Council.

GOVERNING BODY REPORTS:

City Manager Report

1. Fire Monthly Activity Report for November
2. Building Activity Report for November
3. 2019 Goals
4. Vision Goals & Budget Meeting on February 5th

Mayor Talbot & City Council Reports

Mayor Talbot

1. Planning Commission Appointment
 - a. **Mayor Talbot** announced that Greg Wall was selected to join the Planning Commission and Mike Plaizier has been selected as an alternate member.

Rebecca Wayment moved to appoint Greg Wall as the new Planning Commission member and Mike Plaizier as an alternate member. **Brett Anderson** seconded the motion, which was approved unanimously.

2. City Council Assignments
 - a. **Mayor Talbot** said the City Council Assignments will stay the same as 2018. Expressed the importance of fulfilling assignments.

Councilmember Rebecca Wayment

Rebecca Wayment Expressed concern about the road width change on the I-15 Frontage road as you transition from Centerville to Farmington. When heading north, the Road suddenly gets much thinner. Asked if signage regarding road width could be added to avoid possible accidents.

Councilmember Doug Anderson

No updates to report

Councilmember Brett Anderson

Brett Anderson provided some information about the tabled item on the agenda (Creekside Manor). He received a call from the main investor on the property who may back out from the project, which would may completely void the application. The investor feels that a lot has been required from him. **Shane Pace** said he spoke with him as well and intends to speak with the investor to try to alleviate some of his issues.

Councilmember Alex Leeman

Alex Leeman said that Station Parkway is a dark road with no street lights and has noticed that drivers tend to wander out of their lane. Asked if striping the road could be a priority to make the road safer. **Mayor Jim Talbot** said he agrees, but that striping will be more likely to happen in the spring since new lines tend to smear or get torn up in the winter months with the snow, salt, and plows.

CLOSED SESSION

Motion:

At 7:48 p.m., Doug Anderson made the motion to go into a closed meeting for the purpose of **property acquisition**. Brett Anderson Seconded the motion which was unanimously approved.

Sworn Statement

I, **Jim Talbot**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the council was so convened in a closed meeting.

Jim Talbot, Mayor

Motion:

At 7:50 p.m., a motion to reconvene to an open meeting was made by **Alex Leeman**. The motion was seconded by **Rebecca Wayment** which was unanimously approved.

ADJOURNMENT

Motion:

At 7:53 p.m., Doug Anderson moved to adjourn the meeting.

Holly Gadd, Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Holly Gadd, City Recorder

Date: January 11, 2019

Subject: **APPOINTMENT OF CITY COUNCIL MEMBERS TO VARIOUS COMMITTEES**

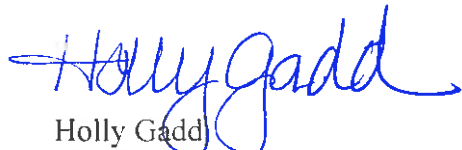
RECOMMENDATION

By minute motion, approve the attached Resolution for the appointment of City Council members to various Council Committees, assignments and providing for the appointment of certain individuals to represent Farmington City on various boards, councils and commissions.

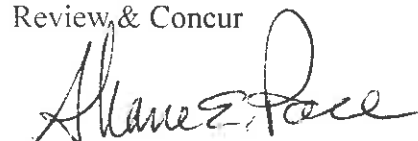
BACKGROUND

Pursuant to Title 2 Chapter 3 of the Farmington City Municipal Code, the Mayor has the right to appoint persons to fill offices on various commissions, committees and entities, with advice and consent of the City Council. Members of the City Council have already been willingly serving on the various committees. However, with the recent changes to our City Council some adjustments to the committees needed to be made.

Respectfully Submitted


Holly Gadd
City Recorder

Review, & Concur


Shane Pace
City Manager

FARMINGTON, UTAH

RESOLUTION NO. 2019-____

A RESOLUTION PROVIDING FOR THE APPOINTMENT OF CITY COUNCIL MEMBERS TO AND DELEGATING AUTHORITY TO VARIOUS COUNCIL COMMITTEES, ASSIGNMENTS AND PROVIDING FOR THE APPOINTMENT OF CERTAIN INDIVIDUALS TO REPRESENT FARMINGTON CITY ON VARIOUS BOARDS, COUNCILS AND COMMISSIONS

WHEREAS, pursuant to Section 2-1-170 of the Farmington City Municipal Code, the City Council may from time to time delegate portions of its authority to Council Committees and/or assignments and appoint at least two members of the City Council to serve on such Committees; and

WHEREAS, pursuant to the provisions of Chapter 3 of Title 2 of the Farmington City Municipal Code, the Mayor has the right to appoint, with advice and consent of the City Council, persons to fill offices on various commissions, committees and entities; and

WHEREAS, the Mayor desires to make appointments as herein set forth and the City Council desires to consent to such appointments and to take such additional actions as are set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Delegation to Council Committees. The City Council hereby establishes the following Council Committees and City Council assignments and delegates authority to such Committees and liaisons as provided herein:

(a) Personnel/Problems Resolution Committee.

- (1) Serves as Board of Appeals on personnel matters/grievances beyond City Manager level.
- (2) Serves as permanent member of Employee Transfer and Discharge Appeals Board.
- (3) Reviews and recommends proposed amendments to Personnel Policies and Procedures.
- (4) Reviews and recommends proposed compensation-related matters for employees and appointed and elected officials.

(4) Reviews and recommends proposed changes in performance appraisal system.

(5) Reviews and recommends proposed staffing changes and needs.

(6) Upon assignment, hears citizen complaints that are not planning, zoning and building inspection related.

(7) Makes recommendations for solutions after receiving input from staff.

(8) Evaluates various studies and proposals as assigned by the City Council and Mayor and makes recommendation to the City Council.

(b) City Council Special Events Liaisons

(1) Serves as liaison between Parks & Recreation Director and City Council in recommending, organizing, promoting and sponsoring City-wide special events.

(2) Works with Parks & Recreation Director in recommending the number and type of special events held annually based on input from the City's Parks & Recreation Master Plan, staff and citizen input.

(3) Works with Parks & Recreation Director in submitting names of candidates for chair person over each special event held annually.

(4) Works with Parks & Recreation Director in developing and recommending policy changes pertaining to promoting and holding of special events.

(c) Development Review/Economic Development Committee.

(1) Reviews initial development proposals and negotiates with developers when assigned by the City Council considering input and advice from City staff.

(2) Reviews staff recommendations for changes to development codes and processes for further consideration by the full City Council.

(3) Review staff recommendations and/or development proposals which will foster economic development goals of the City consistent with the City's Land Use Plan and will make recommendations to the City Council accordingly.

(d) Historic Preservation Liaisons

(1) Serves as liaisons between the Historic Preservation Commission and the City Council.

(2) Attends meetings upon request and submits policy matters for consideration back to the City Council.

- (3) Liaisons do not have voting power.

(e) Youth City Council Director

- (1) Serves as Director of the Youth City Council.
- (2) Recommends and works with appointed advisors in operating Youth City Council programs and activities.
- (3) Recommends policy considerations to the City Council.

(f) Trails Committee Liaisons

- (1) Serves as liaisons between Trails Committee and the City Council:
- (2) Attends Trails Committee meetings and submits policy matters related to trails back to the City Council for consideration.
- (3) Meets quarterly with Trails Committee officers and City staff.
- (4) Liaisons do not have voting power.

Section 2. Appointments to Council Committees and Assignments. The following appointments are hereby made by the Mayor to the Council Committees and assignments and are hereby consented to and approved by the City Council:

(a) Personnel/Problems Resolution Committee: **Mayor Talbot, Brett Anderson and Alex Leeman**

(b) Special Events Liaisons: **Mayor Talbot and Doug Anderson**

(c) Development Review Committee/Economic Development: **Brett Anderson and Alex Leeman**

(d) Historic Preservation Liaisons: **Cory Ritz**

(e) Youth City Council Director: **Doug Anderson**

(f) Trails Committee Liaisons: **Rebecca Wayment**

Section 3. Appointments by the Mayor and Consent of City Council. The Mayor hereby appoints and the City Council hereby consents to the following:

Rebecca Wayment as Farmington City representative to the Davis Chamber of Commerce.

Mayor Talbot, Alex Leeman and Shane Pace as Farmington City representatives to the Utah League of Cities & Towns.

Section 4. City Appointments to Special District Board. It is hereby confirmed and ratified that the following-named individual has been appointed as a member of the following special district board with term as indicated:

Cory Ritz, Davis County Mosquito Abatement Board, January 2019 through December 2020.

Mayor Talbot, Wasatch Integrated Waste Board, January 2019 through December 2021.

Section 5. Mayor Pro Tempore. In accordance with Section 10-3b-302(2) of the *Utah Code Annotated*, Council Member **Brett Anderson** has been elected by the City Council to serve as *Mayor Pro Tempore* for the period commencing January 1, 2019 through December 31, 2019.

Section 6. Right to Modify Appointments. The City of Farmington, acting by and through its duly-authorized Mayor and City Council, may change and/or terminate any appointment from time to time as deemed in the best interests of the City.

Section 7. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 8. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 22ND DAY OF JANUARY, 2019.**

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
H. James Talbot
Mayor



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEE MAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: January 10, 2019

**SUBJECT: EASTRIDGE ESTATES PHASE 3 SUBDIVISION IMPROVEMENTS
AGREEMENT RECOMMENDATION**

Approve the Farmington City Improvements Agreement (Cash Form) between EF 2013, LLC and Farmington City for the Eastridge Estates Phase 3 Subdivision.

BACKGROUND

The bond estimate for the Eastridge Estates Phase 3 Subdivision is \$100,008.60 which includes a 10% warranty bond. EF 2013, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in that amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, all the bond except the warranty amount will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Shane Pace
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between EF 2013, LLC
(hereinafter "Developer"), whose address is 526 North 400 West, _____, and North Salt Lake, Utah 84054
Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter
"City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Eastridge Estates Phase 3, located at approximately 35 East 1500 South, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 35,428.60.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 100,008.60 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals from the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 21 day of December, 2018

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

Robert Miller
By: Robert Miller
Its: Manager

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,
_____, the signer(s) of the foregoing
instrument who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn did say that he/she is
the _____ of _____ a _____
corporation, and that the foregoing instrument was signed on behalf of said corporation
by authority of its Board of Directors, and he/she acknowledged to me that said
corporation executed the same.

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn did say that he/she/they
is/are the _____ of _____, a partnership, and
that the foregoing instrument was duly authorized by the partnership at a lawful meeting
held by authority of its by-laws and signed in behalf of said partnership.

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

On this 21st day of December, 2018, personally appeared
before me Robert Miller who being by me duly sworn did say that he
or she is the manager of EF2013, a limited liability
company, and that the foregoing instrument was duly authorized by the
Members/Managers of said limited liability company.

Heather Marie Mur
NOTARY PUBLIC
Residing in Davis County County, Davis.



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me
H. James Talbot and Holly Gadd who, being by me duly sworn, did say that they are the
Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons
acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in _____ County, _____.

**Eastridge Phase 3
Bond Estimate
Revised 12/19/2018**

Storm Drain

Item	Bond Amount	Bond Released	Current Draw	%
15" RCP Pipe (Includes Bedding and Fill)	\$ -	\$0.00	\$0.00	#DIV/0!
18" RCP Pipe (Includes Bedding and Fill)	\$ -	\$0.00	\$0.00	#DIV/0!
24" RCP Pipe (Includes Bedding and Fill)	\$ 26,680.00	\$0.00	\$0.00	0.00%
Catch Basin	\$ -	\$0.00	\$0.00	#DIV/0!
Combo Box	\$ -	\$0.00	\$0.00	#DIV/0!
SD Manhole 4'	\$ -	\$0.00	\$0.00	#DIV/0!
SD Manhole 5'	\$ -	\$0.00	\$0.00	#DIV/0!
8" PVC or ADS LD and YD	\$ -	\$0.00	\$0.00	#DIV/0!
Yard Drain Box	\$ -	\$0.00	\$0.00	#DIV/0!
Connect to Existing	\$ 6,400.00	\$0.00	\$0.00	0.00%
SWPPP	\$ 10,000.00	\$0.00	\$0.00	0.00%
Subtotal	\$ 43,080.00			
10% Warranty Bond	\$ 18,800.00			
Total	\$ 61,880.00			

Sanitary Sewer

Item	Bond Amount	Bond Released	Current Draw	%
Sewer Lateral	\$ -	\$0.00	\$0.00	#DIV/0!
Connect to Existing	\$ -			
Sewer Manhole 4'	\$ -			
Sewer Manhole 5'	\$ -			
Subtotal	\$ -			
10% Warranty Bond	\$ 3,190.00			
Total	\$ 3,190.00			

Culinary Water

Item	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	\$ -	\$0.00	\$0.00	#DIV/0!
8" PVC C-900 DR 14 Culinary Water	\$ -	\$0.00	\$0.00	#DIV/0!
8" Fittings	\$ -	\$0.00	\$0.00	#DIV/0!
Water Lateral	\$ -	\$0.00	\$0.00	#DIV/0!
Fire Hydrant	\$ -	\$0.00	\$0.00	#DIV/0!
Subtotal	\$ -			
10% Warranty Bond	\$ 4,375.00			
Total	\$ 4,375.00			

Road Improvements					
Item	Bond Amount	Bond Released	Current Draw	%	
Clear and Grub	\$ -	\$0.00	\$0.00	#DIV/0!	
Rough Grade	\$ -	\$0.00	\$0.00	#DIV/0!	
Sawcut Asphalt	\$ -	\$0.00	\$0.00	#DIV/0!	
Curb and Gutter w/ Base	\$ -	\$0.00	\$0.00	#DIV/0!	
Sidewalk w/ Base 4'	\$ 20,400.00	\$0.00	\$0.00	0.00%	
ADA Ramps	\$ 1,100.00	\$0.00	\$0.00	0.00%	
12" Road Base	\$ -	\$0.00	\$0.00	#DIV/0!	
3" Asphalt Road	\$ -	\$0.00	\$0.00	#DIV/0!	
Subtotal	\$ 21,500.00				
10% Warranty Bond	\$ 9,063.60				
Total	\$ 30,563.60				
Total Bond	\$ 100,008.60				
Warranty Amount Required	\$ 35,428.60				



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 22, 2018

SUBJECT: **Rock Mill Estates Public Pedestrian and Bicycle Access Easement**

RECOMMENDATION

Move that the City Council ratify the enclosed Public Pedestrian and Bicycle Access Easement related to the Rock Mill Estates subdivision.

Findings for Approval:

1. The easement fulfills a condition of the development agreement for the project between the City and the property owner dated September 13, 2010.
2. The City approved a Memorandum of Understanding with Symphony Homes regarding the Rock Mill Estates subdivision, which memorandum requires the recordation and execution of the easement.
3. The easement is consistent with the Final Plat approval for the Rock Mill Estates subdivision by the Planning Commission on November 2, 2017.

Respectively Submitted

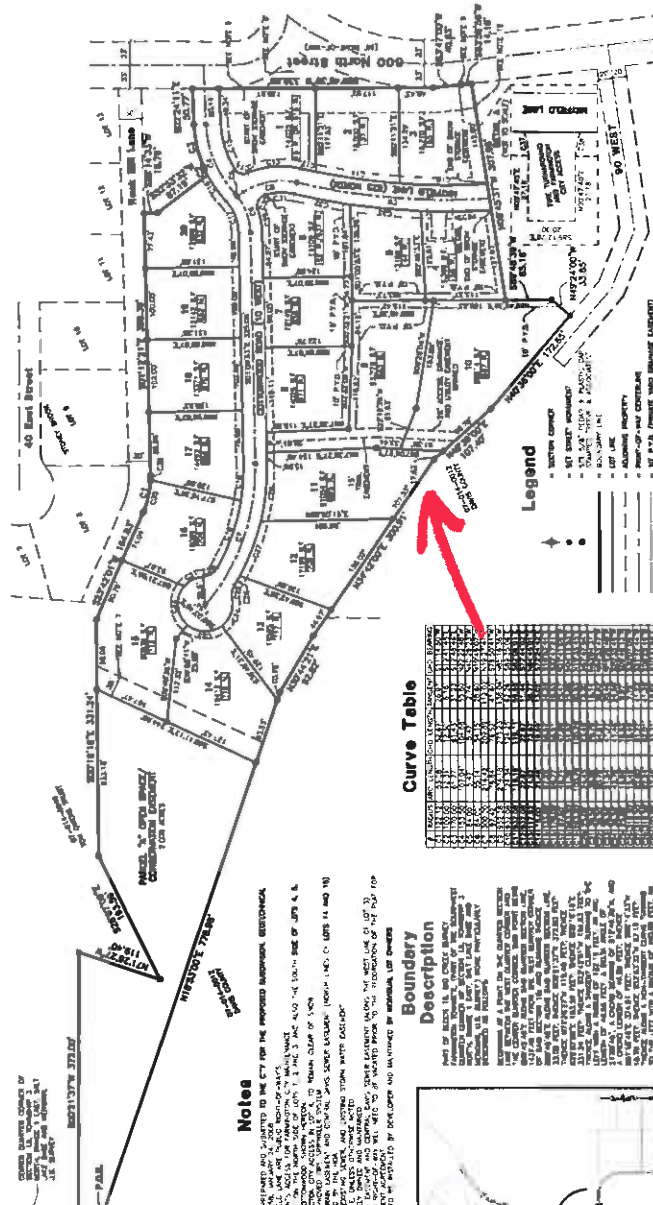
David Petersen
Community Development Director

Review and Concur

Shane Pace
City Manager

Rock Mill Estates A Conservation Subdivision

PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF FARMINGTON, DAVIS COUNTY, UTAH
SEPTEMBER, 2017



Curve Table

Radius	Chord	Angle	Area
10	10.00	180	314.16
20	20.00	180	1256.64
30	30.00	180	2827.43
40	40.00	180	5026.55
50	50.00	180	7853.98
60	60.00	180	11309.73
70	70.00	180	15393.80
80	80.00	180	20096.88
90	90.00	180	25417.90
100	100.00	180	31360.82
110	110.00	180	37936.57
120	120.00	180	45145.16
130	130.00	180	52986.60
140	140.00	180	61460.90
150	150.00	180	70568.07
160	160.00	180	80308.12
170	170.00	180	90681.16
180	180.00	180	101687.19
190	190.00	180	113322.21
200	200.00	180	125587.32
210	210.00	180	138482.53
220	220.00	180	151997.94
230	230.00	180	166133.55
240	240.00	180	180889.36
250	250.00	180	196265.37
260	260.00	180	212261.58
270	270.00	180	228878.00
280	280.00	180	246114.62
290	290.00	180	263981.35
300	300.00	180	282478.19
310	310.00	180	301615.14
320	320.00	180	321392.20
330	330.00	180	342809.37
340	340.00	180	364866.65
350	350.00	180	387564.04
360	360.00	180	410901.54
370	370.00	180	434879.15
380	380.00	180	459496.87
390	390.00	180	484754.70
400	400.00	180	510652.64
410	410.00	180	537190.69
420	420.00	180	564368.85
430	430.00	180	592187.12
440	440.00	180	620645.50
450	450.00	180	649744.00
460	460.00	180	679482.61
470	470.00	180	709861.33
480	480.00	180	740880.16
490	490.00	180	772539.10
500	500.00	180	804838.15
510	510.00	180	837777.31
520	520.00	180	871356.58
530	530.00	180	905575.96
540	540.00	180	940435.45
550	550.00	180	975935.05
560	560.00	180	1012074.76
570	570.00	180	1048854.58
580	580.00	180	1086274.51
590	590.00	180	1124334.55
600	600.00	180	1163034.70
610	610.00	180	1202374.96
620	620.00	180	1242355.33
630	630.00	180	1282975.81
640	640.00	180	1324236.40
650	650.00	180	1366137.10
660	660.00	180	1408677.91
670	670.00	180	1451858.83
680	680.00	180	1495579.86
690	690.00	180	1539840.99
700	700.00	180	1584642.22
710	710.00	180	1629983.55
720	720.00	180	1675864.98
730	730.00	180	1722286.51
740	740.00	180	1769248.13
750	750.00	180	1816749.84
760	760.00	180	1864791.64
770	770.00	180	1913373.53
780	780.00	180	1962495.51
790	790.00	180	2012157.58
800	800.00	180	2062359.74
810	810.00	180	2113091.99
820	820.00	180	2164354.33
830	830.00	180	2216146.76
840	840.00	180	2268469.28
850	850.00	180	2321321.89
860	860.00	180	2374704.59
870	870.00	180	2428617.38
880	880.00	180	2483060.16
890	890.00	180	2538042.93
900	900.00	180	2593565.69
910	910.00	180	2649628.44
920	920.00	180	2706231.18
930	930.00	180	2763373.91
940	940.00	180	2820956.63
950	950.00	180	2878979.34
960	960.00	180	2937442.04
970	970.00	180	2996354.73
980	980.00	180	3055717.41
990	990.00	180	3115530.08
1000	1000.00	180	3175792.74

Boundary Description

THE ROCK MILL ESTATES CONSERVATION SUBDIVISION IS A PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, CITY OF FARMINGTON, DAVIS COUNTY, UTAH. THE SUBDIVISION IS BOUNDARY DESCRIBED BY THE FOLLOWING: ...



Vicinity Map

Narrative

THE ROCK MILL ESTATES CONSERVATION SUBDIVISION IS A PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, CITY OF FARMINGTON, DAVIS COUNTY, UTAH. THE SUBDIVISION IS BOUNDARY DESCRIBED BY THE FOLLOWING: ...

Basics of Bearings

THE BASICS OF BEARINGS AND DISTANCES ARE THE FOUNDATION OF SURVEYING. A BEARING IS THE ANGLE MEASURED IN DEGREES FROM A REFERENCE LINE TO A LINE. A DISTANCE IS THE LENGTH OF A LINE. THE BEARING AND DISTANCE OF A LINE ARE THE BASIC DATA FOR A SURVEY.

Developer Info.

REVEE & ASSOCIATES, INC.
1000 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119
PHONE: (801) 555-1234
FAX: (801) 555-5678
WWW.REVEE-UTAH.COM

CERTIFICATION OF SUBMITTER
I, **ROBERT D. REEVE**, OWNER OF THE ROCK MILL ESTATES CONSERVATION SUBDIVISION, CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND AM AWARE OF THE CONTENTS THEREOF. I HAVE ALSO REVIEWED THE RECORDS OF THE CITY OF FARMINGTON AND THE DAVIS COUNTY RECORDS, AND I AM SURE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE ALSO REVIEWED THE RECORDS OF THE CITY OF FARMINGTON AND THE DAVIS COUNTY RECORDS, AND I AM SURE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE ALSO REVIEWED THE RECORDS OF THE CITY OF FARMINGTON AND THE DAVIS COUNTY RECORDS, AND I AM SURE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ACKNOWLEDGMENT
STATE OF UTAH, COUNTY OF **DAVIS**, I, **ROBERT D. REEVE**, OWNER OF THE ROCK MILL ESTATES CONSERVATION SUBDIVISION, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND AM AWARE OF THE CONTENTS THEREOF. I HAVE ALSO REVIEWED THE RECORDS OF THE CITY OF FARMINGTON AND THE DAVIS COUNTY RECORDS, AND I AM SURE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE ALSO REVIEWED THE RECORDS OF THE CITY OF FARMINGTON AND THE DAVIS COUNTY RECORDS, AND I AM SURE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

COMMISSION EXEMPT
STATE OF UTAH, COUNTY OF **DAVIS**, I, **ROBERT D. REEVE**, OWNER OF THE ROCK MILL ESTATES CONSERVATION SUBDIVISION, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND AM AWARE OF THE CONTENTS THEREOF. I HAVE ALSO REVIEWED THE RECORDS OF THE CITY OF FARMINGTON AND THE DAVIS COUNTY RECORDS, AND I AM SURE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE ALSO REVIEWED THE RECORDS OF THE CITY OF FARMINGTON AND THE DAVIS COUNTY RECORDS, AND I AM SURE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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Reeve & Associates, Inc.
1000 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119
PHONE: (801) 555-1234
FAX: (801) 555-5678
WWW.REVEE-UTAH.COM

WHEN RECORDED, MAIL TO:

Rock Mill Estates LLC
Attn: Robert Miller
526 North 400 West
North Salt Lake, Utah 84054

RETURNED

JAN 16 2019

E 3137778 B 7176 P 116-125
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/10/2019 09:37 AM
FEE \$0.00 Pgs: 10
DEP RTT REC'D FOR FARMINGTON CITY
CORP

Tax Parcel No.: [07-331-0008, 07-331-0009, 07-331-0010]

(Space above for Recorder's Use Only)

PUBLIC PEDESTRIAN AND BICYCLE ACCESS EASEMENT

THIS PUBLIC PEDESTRIAN AND BICYCLE ACCESS EASEMENT (the "Agreement") is made and entered into as of November 29, 2018, by and between **ROCK MILL ESTATES LLC**, a Utah limited liability company ("Grantor") for the benefit of **FARMINGTON CITY**, a Utah municipal corporation ("Grantee").

RECITALS

A. Grantor owns that certain real property located in Davis County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Lot 8").

B. Grantor owns that certain real property located in Davis County, Utah, which real property is more particularly described on Exhibit B attached hereto and incorporated herein by reference ("Lot 9").

C. Grantor owns that certain real property located in Davis County, Utah, which real property is more particularly described on Exhibit C attached hereto and incorporated herein by reference ("Lot 10" and, together with Lot 8 and Lot 9, the "Grantor Property").

D. The Grantor Property is bordered on the east by a public road and on the west by open space owned by Davis County, Utah and maintained by Grantee.

E. Grantee desires to be granted, and Grantor desires to grant to Grantee, the non-exclusive access easement for pedestrian and bicycle ingress and egress upon, over and across the surface of that portion of the Grantor Property more particularly described on Exhibit D attached hereto and incorporated by reference (the "Easement Area") set forth below on the terms contained in this Agreement. Lot 8, Lot 9, Lot 10, and the Easement Area, and the City Portion (as defined below) are depicted on Exhibit E attached hereto and incorporated herein by this reference.

EASEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Access Easement. Grantor hereby grants and conveys to Grantee a perpetual, nonexclusive easement (the "Access Easement"), upon, over and across the surface only

of the Easement Area for pedestrian and bicycle ingress and egress by the general public, and maintenance and emergency vehicle ingress and egress, to and from the public road and public trail bordering the Grantor Property. For clarity, the Access Easement granted to Grantee hereunder does not include the right to park any vehicles on the Easement Area or the right to bring horses onto the Easement Area.

2. Nonexclusive Easement. Grantor reserves the right to make any use of the Easement Area, including but not limited to use for vehicle ingress and egress over the Easement Area or for placement of utility lines, and to grant others at any time the right to use the Easement Area, so long as any such use does not permit any person to unreasonably interfere with the non-exclusive Access Easement herein granted to Grantee.

3. Limited Use. The use by Grantee of the Access Easement granted herein shall be limited to such uses as are expressly described herein, which uses shall be made in a safe manner in compliance with all applicable laws and regulations and in such a manner as will least interfere with the use of the Easement Area by Grantor and its invitees. Grantee shall not disturb present or future power, sewer, water, or other similar utility lines if any, within the boundaries of the Easement Area.

4. Improvements. Grantee acknowledges that, subject to applicable law, Grantor, its successors or assigns, may make improvements including, but not limited to, creating landscaping on the Easement Area ("Grantor Improvements"), provided that Grantor Improvements shall not unreasonably impair Grantee's use of the Access Easement for the purposes indicated herein and such. Without limited the foregoing, Grantor shall have the right to place bollards or other improvements or landscaping on the Easement Area located on Lot 10 so long as such bollards or improvements do not prevent pedestrian and bicycle ingress and egress over the Easement Area.

5. Maintenance. Grantee shall maintain, at its sole cost and expense and in a manner reasonably acceptable to Grantor, that certain portion of the Easement Area more particularly described on Exhibit F attached and incorporated herein by reference ("City Portion"). Grantee shall have no obligation to maintain Grantor Improvements unless Grantor Improvements are damaged as a result of Grantee's or the public's use of the Access Easement, in which case Grantee shall repair such damage to the Grantor Improvements. Without limiting the foregoing, Grantee shall not allow debris, litter or any other unsightly, unsanitary or dangerous condition to exist or continue in the City Portion.

6. Indemnification. As between Grantor and Grantee, Grantee shall have the sole obligation for the security and safety of persons using the Access Easement. Grantee agrees to indemnify, defend and hold harmless Grantor, its successors, assigns and mortgagees, from and against any claim, injury, loss or damage (including attorneys' fees) arising out of or related to the use of the Access Easement by Grantee or any person by, through or under Grantee except to the extent caused by the gross negligence or willful misconduct of Grantor.

7. Modification. This Agreement may not be modified except with the consent of Grantor and Grantee and then, only by written instrument duly executed and acknowledged and

recorded in the office of the County Recorder of Davis County, Utah (the "Recorder's Office"). Notwithstanding anything to the contrary in this Agreement, Grantor may terminate the Easement for a breach by Grantee of any of the conditions provided for in this Agreement if Grantee does not remedy such breach within 90 days after receipt of written notice thereof from Grantor.

8. Covenants Run with Land. The Access Easement and the rights and obligations set forth in this Agreement shall (a) create an equitable servitude on the Grantor Property in favor of Grantee, (b) constitute a covenant running with the land, (c) benefit and bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Grantor Property, and (d) benefit and bind any owner of the Grantor Property whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

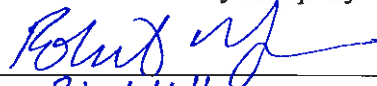
9. Non-transferable. The Access Easement shall not be sold, transferred or assigned by Grantee without the prior written approval of Grantor in each instance.

10. No Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that the such party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the other party.

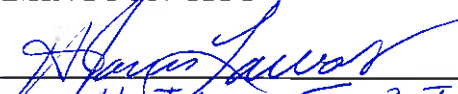
11. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If any legal action or proceeding arising out of or relating to the Access Easement is brought by any party to this Agreement the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding by the prevailing party. This Agreement may be executed in counterparts and when taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first set forth above.

ROCK MILL ESTATES LLC,
a Utah limited liability company

By 
Name Robert Miller
Its Manager

FARMINGTON CITY

By 
Name H. James THEOBALD
Its Mayor



STATE OF UTAH)
) SS.
 COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 29th day of November, 2018, by Robert Miller, as Manager (title) of **ROCK MILL ESTATES LLC**, who acknowledged that he has authority from, and executed this instrument for and on behalf of, **ROCK MILL ESTATES LLC**.

(Seal)

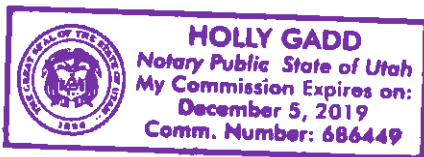


[Signature]
 Notary Public

STATE OF UTAH)
) SS.
 COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 4 day of Dec., 2018, by H. James Talbot, as Mayor (title) of **FARMINGTON CITY**, a Utah municipal corporation, who acknowledged that he or she has authority from, and executed this instrument for and on behalf of, **FARMINGTON CITY**.

(Seal)



[Signature]
 Notary Public

5
EXHIBIT A

[Legal Description of Lot 8]

Lot 8, Rock Mill Estates Subdivision according to the official plat thereof recorded in the office of the Davis County Recorder in Book 7083 at Page 169.

6
EXHIBIT B

[Legal Description of Lot 9]

Lot 9, Rock Mill Estates Subdivision according to the official plat thereof recorded in the office of the Davis County Recorder in Book 7083 at Page 169.

7
EXHIBIT C

[Legal Description of Lot 10]

Lot 10, Rock Mill Estates Subdivision according to the official plat thereof recorded in the office of the Davis County Recorder in Book 7083 at Page 169.

8
EXHIBIT D

[Legal Description of Easement Area]

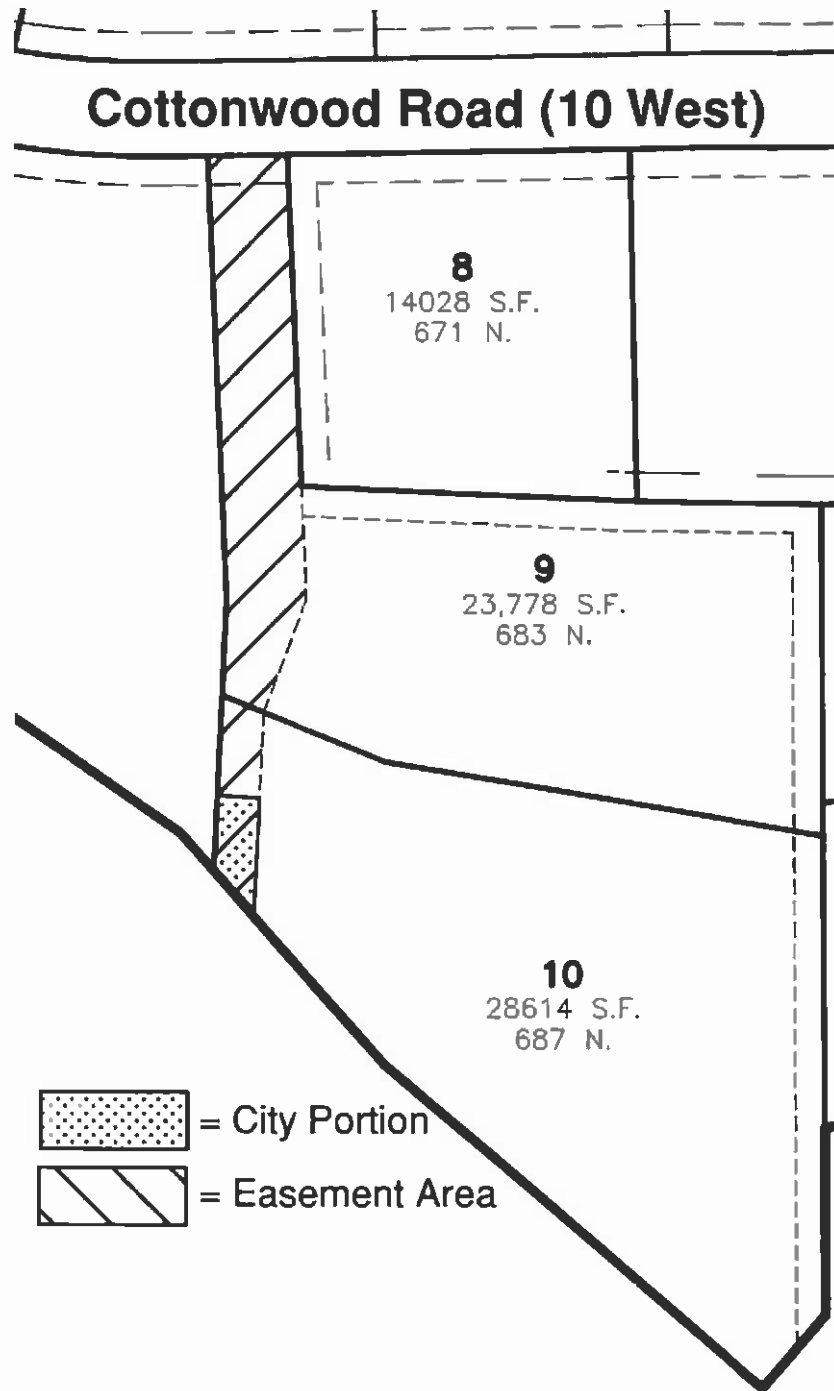
PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S89°45'40"E ALONG THE LINE
BETWEEN THE WEST QUARTER CORNER AND THE CENTER QUARTER CORNER
OF SAID SECTION 18, 1206.84 FEET AND S00°14'20"W 1075.27 FEET FROM THE
WEST QUARTER CORNER OF SAID SECTION 18 (CENTER QUARTER CORNER
BEING S89°45'40"E 2642.45 FEET FROM THE WEST QUARTER CORNER OF SAID
SECTION 18); AND RUNNING THENCE S01°00'53"E 28.01 FEET; THENCE
S87°38'27"W 155.03 FEET; THENCE N69°05'36"W 42.04 FEET; THENCE N87°06'27"W
71.51 FEET; THENCE N48°39'00"E 21.50 FEET; THENCE S87°06'27"E 94.80 FEET;
THENCE N87°38'27"E 154.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,131 SQUARE FEET OR 0.141 ACRES MORE OR LESS

9
EXHIBIT E

[Depiction of Lot 8, Lot 9, Lot 10, Easement Area and City Portion]



10
EXHIBIT F

[Legal Description of City Portion]

PART OF LOT 10, ROCK MILL ESTATES SUBDIVISION AS RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, ALSO DESCRIBED AS:

07-331-0010P^x PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTTERLY CORNER OF LOT 10, ROCK MILL ESTATES, SAID POINT BEING S89°45'40"E ALONG THE LINE BETWEEN THE WEST QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION 18, 957.90 FEET AND S00°14'20"W 1077.88 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 18 (CENTER QUARTER CORNER BEING S89°45'40"E 2642.45 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 18) AND RUNNING THENCE S87°06'27"E 26.11 FEET; THENCE S02°53'33"W 15.00 FEET; N87°06'27"W 41.51 FEET TO THE WESTERLY LINE OF LOT 10, ROCK MILL ESTATES; THENCE N48°39'00"E ALONG SAID WESTERLY LINE 21.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 507 SQUARE FEET OR 0.012 ACRES MORE OR LESS

CITY COUNCIL AGENDA

For Council Meeting:
January 22, 2019

S U B J E C T: Schematic Subdivision Creekside Manor

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 22, 2018

SUBJECT: **Schematic Subdivision Plan--Creekside Manor**

RECOMMENDATION

Move that the City Council approve the enclosed modified schematic plan for the Creekside Manor conservation subdivision and a waiver (as set forth in Section 11-12-065 of the Zoning Ordinance) of the required conservation land dedication subject to all applicable Farmington City ordinances and development standards and the following:

1. The City must receive a trail easement along a portion of the northwest boundary of the subdivision on the east side of the creek as shown on the schematic plan and a fee in lieu of the conservation land dedication--both as necessary to obtain additional lots in excess of the number of lots set forth in a yield plan. The city must approve both the fee and yield plan pursuant to Sections 11-12-068 and 11-12-070 of the Zoning Ordinance. The City shall use this payment to purchase fee title property and/or trail easement(s) on the west side of the Creek, or the east side outside the boundaries of the subdivision if necessary, from owners who are open to receiving offers. And the City shall continue to work on finishing the trail in coming months and years as the possibility of more land (or easements) are made available by remaining owners in the future.
2. The City shall improve, and/or cause the improvement, of a wide sidewalk on 500 South, including the dedication of an additional 8 feet of Right-of-way as per the City's Master Transportation Plan, on the north side of the street as an alternative option until a trail can be built along the creek in the future. Most of this will be done by development and/or paid through transportation impact fees.
3. The developer shall meet and satisfy the requirements of the City's DRC (Development Review Committee) including, but not limited to, that the

applicant must determine if the “downstream storm drain has capacity to discharge un-detained”—if not, detention shall be required.

4. Parts of Lots 6, 7, and 8 encroach into the FEMA flood plain; the applicant must obtain a CLOMR (Conditional Letter of Map Revision) and then a LOMR (Letter of Map Revision) from FEMA before the City can issue any building permits regarding these lots.
5. The developer shall obtain a Flood Control Permit from the Davis County Public Works department and implement the conditions related thereto.

Findings for Approval:

1. The waiver, easement, and fee in lieu of conservation land dedication is warranted because it will result in a very critical connection of the Farmington Creek Trail consistent with the City’s Trails Master Plan. The trail is perhaps the City’s most significant east/west trail. It crosses (or goes under) major infrastructure impediments such as SR 106, I-15 and the Legacy Parkway, and it links four north to south trails of regional significance including the Bonneville Shoreline trail, the Legacy Parkway Trail, the D&RGW Trail, and the future WDC trail, and at the same time the Farmington Creek Trail provides access to some of the most major destinations in the community, including, among others, National Forest Service lands, Farmington pond, Lagoon, Station Park, the City’s Regional Park, the Davis County Fairgrounds, and the bird refuge. There really is no other trail quite like the Farmington Creek trail.

Moreover, the waiver regarding the fee in lieu meets standards set forth for such, including but not limited to:

- a. The subdivision shall be located within a half mile of an existing public park located within the Farmington City limits. This distance shall be determined by the actual walking distance from the subdivision to the park. In the case the subdivision is less than 150 feet walking distance from the City regional park.
 - b. A waiver shall not result in lots or building setbacks smaller than the minimum lot size.
 - c. All subdivision standards regarding dead end street length, ingress and egress, and block dimensions shall be met.
 - d. No waiver shall result in the creation of additional lots or a flag lot.
 - e. With only 8 lots in the subdivision, the economies of scale do not exist to create 1.5 + acres of usable open as a private or a public use.
2. The schematic plan, and recommended motion for approval, is consistent with the City’s General Plan, and the City Trails Master Plan (an element of the General Plan), and the WFRC 2040 Regional Transportation Plan.

3. The DRC recommends approval of the application, including the trail which is strongly supported by the City's Parks and Rec and Public Works Departments.
4. A portion of the subdivision is located within the FEMA floodplain, and by law, the City must follow FEMA standards.
5. The development abuts Farmington Creek and as per inter-local agreement, the City must require that the developer obtain a flood control permit from Davis County. Furthermore, such permits increase safety and mitigate loss of property, especially during times of flooding, for the City's property owners and residents.

BACKGROUND

The City Council considered the schematic plan for the Creekside Manor Subdivision at a public hearing on December 4, 2018. The Council tabled action to allow time for City staff to meet with the developer, possible investors in the project, and adjacent/nearby property owners, to explore solutions for a trail along the Farmington Creek corridor between the UTA r.o.w. and 500 South Street, and alternatives in the general vicinity as well. The enclosed modified schematic plan, prepared by the developer, is a lot layout which appears to work for the applicant and the present and potential future property owners he represents.

Supplemental Information

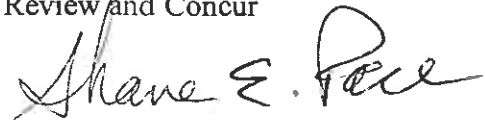
1. Vicinity Map
2. Modified Schematic Plan
3. Schematic Plan (two pages), December 4, 2018
4. Trails Master Plan
5. WFRM 2019-2050 Regional Transportation Plan DRAFT Project Type
6. Title 11, Sections 11-12-065 and 068 – Waiver and Fee in Lieu; Conservation Land Dedication

Respectively Submitted



David Petersen
Community Development Director

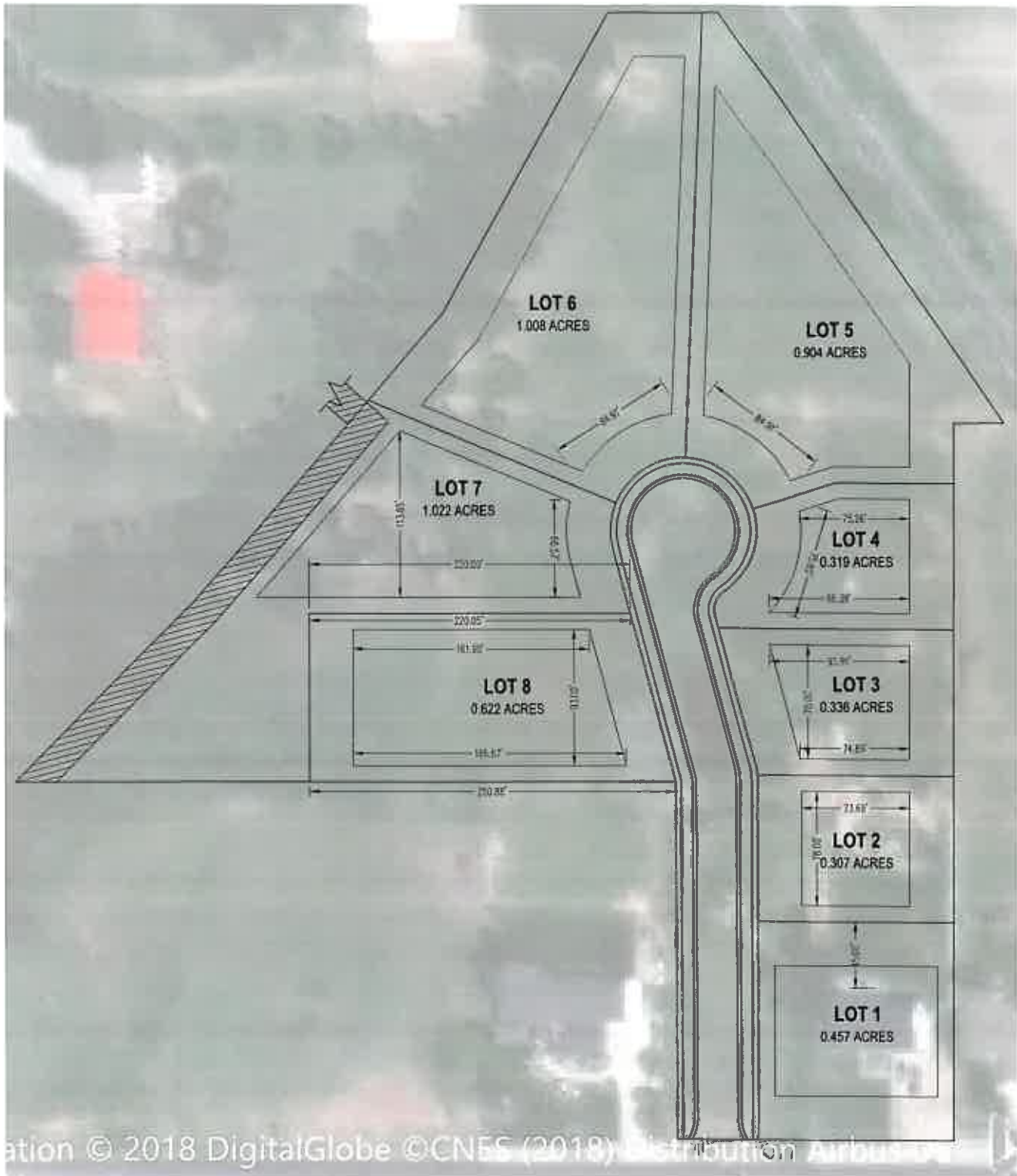
Review and Concur



Shane Pace
City Manager

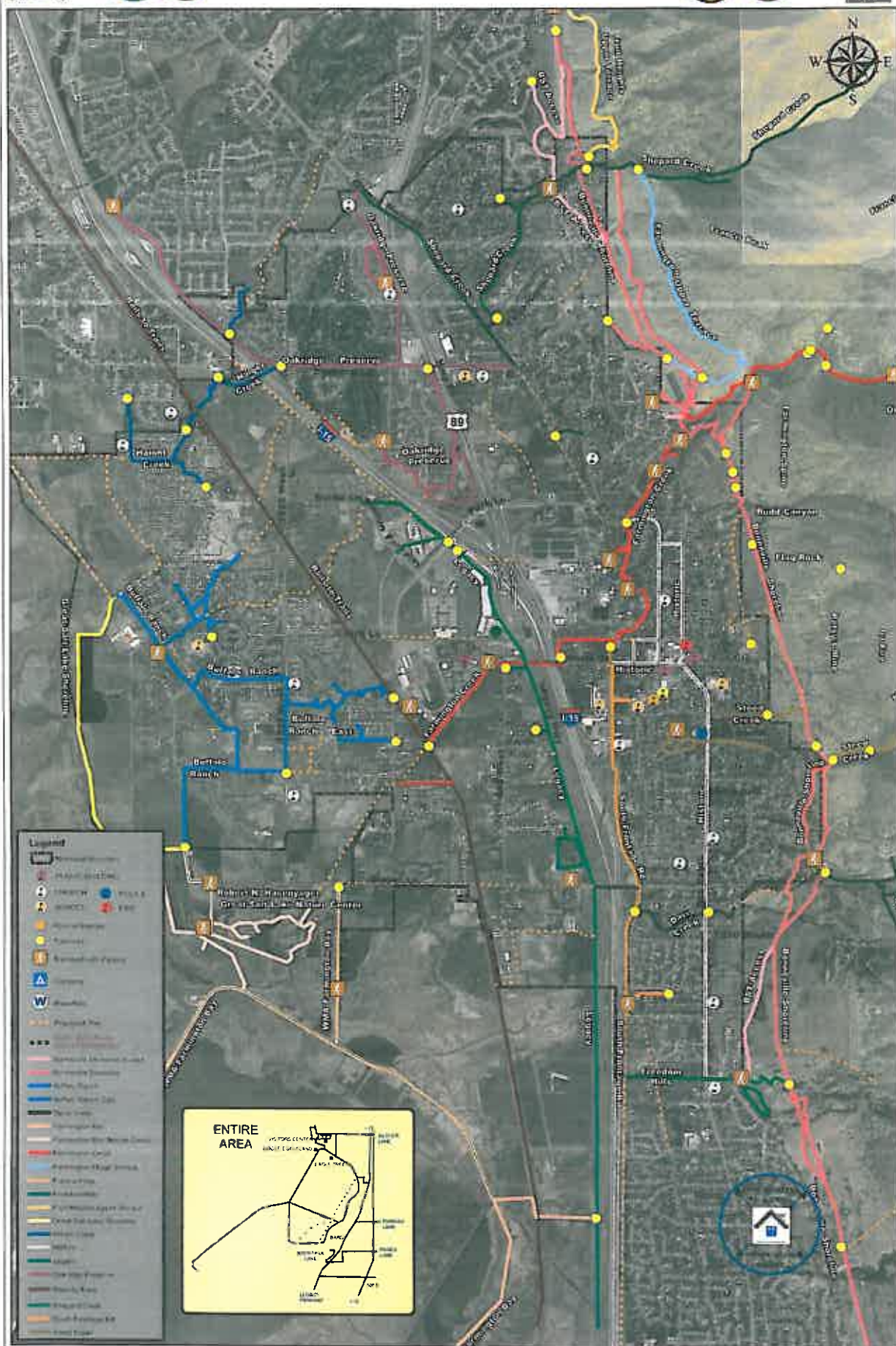


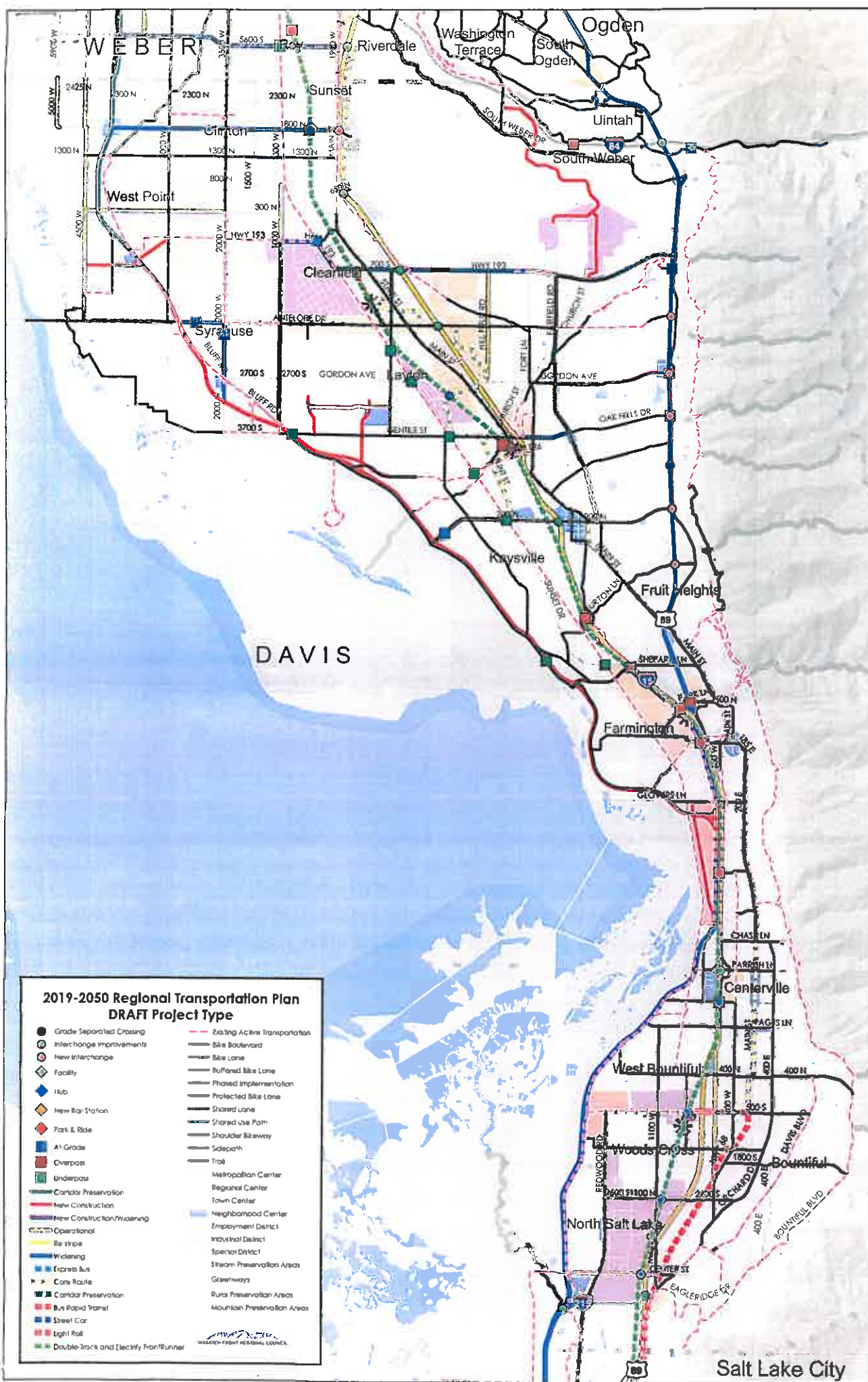
Modified Schematic Plan





Farmington City Trails Master Plan





11-12-065: WAIVER:

- A. Circumstances: Subject to the provisions set forth herein, any provision of this chapter may be waived by the city upon a vote of not less than four (4) members of the city council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the city council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off site improvements, amenities or other consideration of comparable size, quality and/or value.
- B. Good Cause Standards: Good cause, as referenced herein, shall include, but not be limited to, the following standards:
1. The subdivision shall be located within a half mile of an existing public park located within the Farmington City limits. This distance shall be determined by the actual walking distance from the subdivision to the park.
 2. In the event the park is located off site pursuant to subsection B1 of this section, or on site, a waiver shall not result in usable park space less than one acre in size.
 3. A waiver shall not result in lots or building setbacks smaller than the minimum lot size.
 4. All subdivision standards regarding dead end street length, ingress and egress, and block dimensions shall be met.
 5. No waiver shall result in the creation of additional lots or a flag lot. (Ord. 2014-33, 10-7-2014)

11-12-068: FEE IN LIEU; CONSERVATION LAND DEDICATION:

In the event a proposed conservation land dedication does not, in the city's legislative discretion, produce sufficient public benefit, the city may require the payment of a fee in lieu of the dedication of conservation land. The fee to be paid to the city shall be established as follows:

- A. Amount: The city shall establish the amount of the fee to be paid by determining the value of land of the same general characteristics as the conservation land dedication which would be required absent the application of the provisions of this section. The city's determination of value may be based on land sales data in the city's possession or reasonably available, and the basis of the city's determination shall be made available to the applicant.
- B. Appraisal Report: In the event the applicant disagrees with the city's determination of the amount of the fee in lieu, the applicant may, at its sole expense, submit an appraisal report from a licensed and certified general appraiser to establish the value of the proposed conservation land dedication. The value, as established in a qualifying appraisal, shall be the amount of the fee in lieu of conservation land dedication.
- C. Use Of Fee: Any amount received by the city in lieu of conservation land dedication shall be set aside solely for open space and/or park acquisition and/or development. (Ord. 2014-33, 10-7-2014)

CITY COUNCIL AGENDA

For Council Meeting:
January 22, 2019

S U B J E C T: City Manager Report

1. Building Activity Report for December 2018

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

Month of December 2018	BUILDING ACTIVITY REPORT - JULY 2018 THRU JUNE 2019				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	6	6	\$1,733,597.44	298	298
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	269	269
CARPORT/GARAGE	0		\$0.00	19	
OTHER RESIDENTIAL	1	0	\$89,100.39	18	18
SUB-TOTAL	7	6	\$1,822,697.83	597	561
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	2		\$17,666.00	67	
ADDITIONS/REMODELS	4		\$149,676.72	76	
SWIMMING POOLS/SPAS	2		\$83,535.21	33	
OTHER	22		\$277,824.84	775	
SUB-TOTAL	30		\$528,702.77	951	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	1		\$1,086,948.50	18	
PUBLIC/INSTITUTIONAL	0		\$0.00	7	
CHURCHES	0		\$0.00	1	
OTHERS	0		\$0.00	21	
SUB-TOTAL	1		\$1,086,948.50	47	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	1		\$8,500.00	54	
OFFICE	0		\$0.00	19	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	2		\$35,300.00	6	
SUB-TOTAL	3		\$43,800.00	77	
MISCELLANEOUS - NON-RESIDENTIAL *****					
MISC.	0		\$0.00	77	
SUB-TOTAL	0		\$0.00	77	
TOTALS	151	271	\$3,482,149.10	1749	561

CITY COUNCIL AGENDA

For Council Meeting:
January 22, 2019

S U B J E C T: Mayor Talbot & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.